

2-098A012

# Southern Pacific Transportation Company

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March 27, 1992

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REGISTRATION NO 9654-VWPY  
FILED 145

APR 7 1992 1 05 PM

INTERSTATE COMMERCE COMMISSION

VIA FEDERAL EXPRESS

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

APR 7 12:59 PM '92  
MOTOR OPERATING UNIT

RE: Conditional Sale Agreement and Agreement and Assignment dated as of August 1, 1978, between each of Southern Pacific Transportation Company, CoreStates Bank, N.A. (formerly First Pennsylvania Bank, N.A.), Assignee, and General Motors Corporation Electro-Motive Division) and Greenville Steel Car Company, Builders

Dear Mr. Strickland:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, one set of documents, for each of the above-referenced Builders, consisting of an original and four fully executed counterparts of a Tenth and Eleventh Supplemental Agreement, each dated as of March 1, 1992, between Southern Pacific Transportation Company and CoreStates Bank, N.A. (formerly First Pennsylvania Bank, N.A.) amending the above-entitled Conditional Sale Agreement and Agreement and Assignment dated as of August 1, 1978. The enclosed documents are secondary documents, as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Conditional Sale Agreement dated as of August 1, 1978, between each of Southern Pacific Transportation Company ("SPTCo"), General Electric Company ("GEC"), General

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Motors Corporation (Electro-Motive Division) ("GMC EMD"), Greenville Steel Car Company ("Greenville"), PACCAR Inc. ("PACCAR"), Portec, Inc. (Paragon Division) ("Portec"), Pullman Incorporated (Pullman Standard Division) ("Pullman"), and Thrall Car Manufacturing Company ("Thrall"), recorded on August 25, 1978 at 4:10 PM, assigned Recordation No. 9654;

Amendment Agreement dated as of October 10, 1978, between SPTCo, CoreStates Bank, N.A. ("CoreStates"), and Thrall, recorded on October 13, 1978, at 3:50 PM, assigned Recordation No. 9654-A;

Amendment Agreement dated as of January 1, 1979, between SPTCo, CoreStates, and Thrall, recorded on January 5, 1979, at 2:05 PM, assigned Recordation No. 9654-B;

Amendment Agreement dated as of October 15, 1979, between SPTCo, CoreStates, and PACCAR, recorded on November 5, 1979, at 11:05 AM, assigned Recordation No. 9654-C;

First Supplemental Agreement dated as of August 1, 1986, between SPTCo, CoreStates (Agent for Greenville), recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-D;

Assignment and Transfer of Certain Road Equipment dated as of August 1, 1986, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-E;

Second Supplemental Agreement dated as of August 1, 1986, between SPTCo, CoreStates (Agent for Thrall), recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-F;

Assignment and Transfer of Certain Road Equipment dated as of August 1, 1986, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-G;

Third Supplemental Agreement dated as of May 15, 1987, between SPTCo, CoreStates (Agent for GECO), recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-H;

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Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-I;

Fourth Supplemental Agreement dated as of May 15, 1987, between SPTCo, CoreStates (Agent for GMC EMD), recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-J;

Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-K;

Fifth Supplemental Agreement dated as of May 15, 1987, between SPTCo, CoreStates (Agent for Greenville), recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-L;

Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 9654-M;

Sixth Supplemental Agreement dated as of December 2, 1991, between SPTCo, CoreStates (Agent for Greenville), recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-N;

Assignment and Transfer of Certain Road Equipment dated as of December 2, 1991, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-O;

Seventh Supplemental Agreement dated as of December 2, 1991, between SPTCo, CoreStates (Agent for PACCAR), recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-P;

Assignment and Transfer of Certain Road Equipment dated as of December 2, 1991, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-Q;

Eighth Supplemental Agreement dated as of December 2, 1991, between SPTCo, CoreStates (Agent for Pullman), recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-R;

Assignment and Transfer of Certain Road Equipment dated as of December 2, 1991, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-S;

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Ninth Supplemental Agreement dated as of December 2, 1991, between SPTCo, CoreStates (Agent for Thrall), recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-T; and

Assignment and Transfer of Certain Road Equipment dated as of December 2, 1991, recorded on December 16, 1991, at 10:25 AM, assigned Recordation No. 9654-U.

In connection with the recording of the Supplemental Agreements and Assignments and Transfers, each dated as of March 1, 1992, to the Conditional Sale Agreement dated as of August 1, 1978, the following information is set forth:

Name and Address of Agent - Assignee:

CoreStates Bank, N.A. (formerly First  
Pennsylvania Bank, N.A.)  
510 Walnut Street  
Philadelphia, Pennsylvania 19106

Name and Address of Vendee:

Southern Pacific Transportation Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, California 94105

A description of the railroad equipment covered by each Supplemental Agreement is set forth therein; and the railroad equipment covered by each Assignment and Transfer is set forth therein.

Also enclosed is a check in the amount of \$64 to cover the required recordation fees.

When the recording of the Supplemental Agreements and Assignments and Transfers have been completed, will you please endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you, and return four (4) of the same to the undersigned.

A short summary of the enclosed documents to appear in the Commission's index follows:

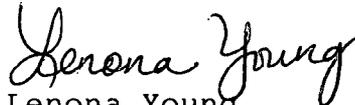
Tenth Supplemental Agreement dated as of March 1, 1992, between Southern Pacific Transportation Company ("SPT"), as Vendee, and CoreStates Bank, ✓

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N.A. ("CoreStates"), as Agent, covering four locomotives; and Assignment and Transfer of Certain Road Equipment dated as of March 1, 1992, between SPT and CoreStates covering five locomotives. W

Eleventh Supplemental Agreement dated as of March 1, 1992, between Southern Pacific Transportation Company ("SPT"), as Vendee, and CoreStates Bank, N.A. ("CoreStates"), as Agent, covering a locomotive; and Assignment and Transfer of Certain Road Equipment dated as of March 1, 1992, between SPT and CoreStates covering 21 hopper cars. X  
Y

Very truly yours,



Lenona Young  
Legal Assistant

Enclosures

RECORDATION NO 9654-4  
FILED 1425

APR 7 1992 - 1 05 PM

===== INTERSTATE COMMERCE COMMISSION =====

SOUTHERN PACIFIC TRANSPORTATION COMPANY  
CONDITIONAL SALE AGREEMENT  
DATED AS OF AUGUST 1, 1978

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of March 1, 1992

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CORESTATES BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

=====

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the first day of March, 1992, by CORESTATES BANK, N.A. (formerly First Pennsylvania Bank, N.A.), a national banking association duly organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, Assignee under the Conditional Sale Agreement hereinafter mentioned (hereinafter called the "Assignee"), to SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, by a certain Conditional Sale Agreement, bearing date as of August 1, 1978, by and between Greenville Steel Car Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called the "Builder"), and the Company, pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of hopper cars, all as described in the Conditional Sale Agreement (hereinafter called the "Conditional Sale Agreement"); and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of August 1, 1978 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, certain hopper cars comprising said Equipment, more specifically described below, have become unsuitable for use

by the Company (hereinafter called "Unsuitable Equipment"), and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Unsuitable Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than passenger or work equipment, as specifically described in the Eleventh Supplemental Agreement dated as of March 1, 1992 ("Eleventh Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
20	100-ton Hopper Cars; Greenville Steel Car Company, builder; lettered SP and numbered 466069, 466074, 466113, 466138, 466177, 466227, 466231, 466251, 466258, 466297, 466314, 466368, 466406, 466418, 466431, 466454, 466461, 466488, 466496, and 466537.
1	100-ton Hopper Car; Pullman Incorporated (Pullman Standard Division), builder; lettered SP and numbered 493403.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the Eleventh Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under the provisions of Article 8 of said Conditional Sale Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Assignee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the said Conditional Sale Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee in and to the said Unsuitable Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Assignee does hereby constitute and appoint CATHY WIEDECKE to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such

acknowledgement, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Conditional Sale Agreement, with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 31st day of March, 1992.

CORESTATES BANK, N.A.

BY CWud  
Corporate Trust Officer

ATTEST:

M. J. [Signature]  
Vice President

